IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

    Lalitha Vaidyanathan et al.

Serial No.:   10/672,136

Filed: September 26, 2003

For: INTEGRATED ELECTRONIC
        MARKETPLACE AND ONLINE DISPUTE
        RESOLUTION SYSTEM

Art Unit: 3629

Examiner: Janice A.
           Mooneyham

REPLY BRIEF

Board of Patent Appeals and Interferences
Commissioner for Patents
P.O. Box 1450,
Alexandria, VA 22313

    This is a Reply Brief in response to the Examiner's Answer mailed November 30, 2006. Please charge Deposit Account No. 50-1778 the amount of $250.00 for the Reply Brief Fee. Please charge any additional fees that may be required or credit any overpayment to Deposit Account No. 50-1778.

TABLE OF CONTENTS

REAL PARTY IN INTEREST

The real party in interest is SquareTrade, Inc. of San Francisco, California.

RELATED APPEALS AND INTERFERENCES

This application is a continuation of and claims priority to Serial No. 09/504,159, filed February 15, 2000, which is also currently under appeal before the Board of Patent Appeals and Interferences.

STATUS OF CLAIMS

Claims 49-73 are on appeal in this case. Claims 49-73 stand rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. Claims 49–61 and 64–73 stand rejected under 35 U.S.C. 102(e) as being anticipated by Collins et al. (U.S. Publication No. 2002/0007362). Claims 62 and 63 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Collins.

STATUS OF AMENDMENTS

No amendments have been filed subsequent to the Rejection mailed February 16, 2006 from which this Appeal has been made.

SUMMARY OF THE CLAIMED SUBJECT MATTER

In this appeal, Appellant separately argues independent claims 49, 58, 66-73. Independent claims 49, 58, 66-73 are involved in the appeal and summarized in Appellant's Supplemental Brief filed 9/11/2006. The Summary of the Claimed Subject Matter has not been restated here in accordance with MPEP 1208.

GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

Appellant submits the following three grounds of rejection to be reviewed on Appeal:

1. The first ground of rejection to be reviewed on appeal is the rejection of claims 49-73 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement.

2. The second ground of rejection to be reviewed on appeal is the rejection of claims 49-61 and 64-73 under 35 U.S.C. 102(e) as being anticipated by Collins et al. (U.S. Publication No. 2002/0007362).

3. The third ground of rejection to be reviewed on appeal is the rejection of claims 62 and 63 under 35 U.S.C. § 103(a) as being unpatentable over Collins.

As set forth in Appellant's Brief, the second and third grounds or rejection are rendered moot if the Board reverses the rejection under 35 U.S.C. 112, first paragraph. The Examiner based the second and third grounds for rejection on subject matter first available after Appellant's original priority date, which the Examiner refused to recognize in view of the rejection under 35 U.S.C. 112, first paragraph.

ARGUMENTS

The First Ground of Rejection

Appellant's claims 49-73 stand rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. In Appellant's Brief filed September 11, 2006, the Appellant set forth evidence showing that claims 49-73 complied with the written description requirement.

Response to Examiner's Answer

Prior to addressing the individual claims, the Appellant provides the following preliminary comments to aid the Board's understanding of the issues on appeal. Specifically, after review of the Examiner's Answer, it appears that a few central issues underlie many of the rejections of the pending claims.

1) Did the inventors contemplate that the marketplace includes a database?

Many of the rejections are based on the reasoning that one of ordinary skill would not reasonably conclude the inventors contemplated that the electronic marketplace includes a database. For example, with respect to claim 49, the Examiner asserted that the present application "does not clearly set forth" that the limitation that the online marketplace 102 of Figure 1 has a database that stores partner transactions.[1] Similarly, the Examiner argues that the specification fails to show support for an electronic marketplace that includes a separate database that stores transaction data.[2] The Examiner's Answer repeats this argument for many of the claims, as set forth in detail below.

Appellant submits that one of ordinary skill would reasonably conclude the inventors contemplated that the electronic marketplace described in the present application includes a database to store transaction data.

---

[1] *Id.* at pg. 32, ll. 20-23.
[2] *Id.* at pg. 34, ll. 6-7.

First, this feature would clearly be inherent or implied from Figure 1 and the related description of the present application. As acknowledged by the Examiner's Answer, the present application contemplates that online marketplace 102 of FIG.1 can be a website such as an online centralized trading place.[3] The Examiner also acknowledged that the present application provides eBay as example of such an online trading place, which is described as a web-based community in which buyers and sellers are brought together in an auction format to interact and "consummate transactions."[4] Appellant submits that one of ordinary skill would easily recognize that a website that provides an online trading place, such as eBay, would have a database that stores transaction data, as recited by many of the claims. The Examiner's assertion that the present application does not clearly set forth that online marketplace 102 of Figure 1 has a database fails to consider any implied or inherent features of the disclosure, which describe a website, such as eBay, that provides an online, centralized trading place where buyers and sellers interact and consummate transactions as being an example of marketplace 102. The Examiner has offered no evidence or reasons as to why one of ordinary skill would, after considering the above-identified disclosure, nonetheless conclude that the inventors failed to contemplate that, in at least one embodiment, online marketplace 102 of FIG. 1 includes a database storing data.

Second, this feature is expressly described in reference to FIG. 2B of the present application. As discussed in detail in Appellant's Brief filed September 11, 2006, FIG. 2B of the present application shows an embodiment that expressly describes how a partner system can "integrate" with a dispute resolution system. Appellant's Brief referred in detail to the description in the present application of how a partner system can expose functionality of the dispute resolution system on a partner's website.[5] Appellant's Brief also referred to portions of the present application that specifically state that remote software objects of the partner system can send specific information to the dispute

---

[3] Examiner's Answer, pg 29, ln. 8.; see also, pg. 29, ln. 15 (Examiner quoting the present specification at paragraph [0039] that states that the marketplace "can be a physical mall or a market or can be a website such as an online centralized trading place").
[4] Examiner's Answer, pg. 29, ll. 23-30 (Examiner quoting the present specification at paragraph [0040]).
[5] Appellant's Brief, filed September 11, 2006, pp. 23, ll. 15-17 (citing the present application at paragraph [0048]).

7

resolution system 130 of FIG. 1, including "informing the dispute resolution system 130 of relevant partner transactions."[6] Appellant pointed out that paragraph [0048] expressly refers to "partner database 164."[7]

In addition, Appellant's Brief pointed to strong contextual evidence in the present application indicating that that inventors clearly understood that the electronic marketplace 102 and its website described in FIG. 1 is an example of a partner system that may be integrated with the online dispute resolution system as shown in FIG. 2B. For example, the last sentence of paragraph 47 (which is referring to FIG. 2B) states "example functionality includes . . . allowing partners to query the dispute resolution system data such as the status of a specific marketplace seller 104." This is supportive of Appellant's position in multiple ways. First the sentence refers back to a "seller 104" shown in FIG. 1 as a customer of the marketplace system 102. Secondly, the term "marketplace" is explicitly used in the sentence **interchangeably** with "partner," i.e., that the partner system queries a "**marketplace** seller" and not simply a "**partner** seller." This evidence strongly indicates that inventors contemplated that, in at least in certain embodiments, the electronic marketplace 102 and its website described in FIG. 1 is an example of a partner system that may be integrated with the online dispute resolution system as shown in FIG. 2B.

In view of at least the evidence identified above, one of ordinary skill in the art of electronic marketplaces would have reasonably concluded that the inventors contemplated electronic marketplace 102 of FIG. 1. as a partner system having a partner database 164 Appellant submits that the specification provides sufficient support to allow one of ordinary skill to reasonably conclude that the inventors contemplated online marketplace 102 as including a database that stores transaction data.

2) Did the inventors contemplate the marketplace as a "system" or instead as only an individual buyer or seller?

---

[6] Present application at paragraph [0047]).
[7] Appellant's Brief, filed September 11, 2006, pp. 26, ll. 12-14 (citing FIG. 2B of the present application).

A second argument that is central to the Examiner's rejections is the assertion that marketplace 102 of FIG. 1 is not an online system but rather an individual buyer or seller. For example, the rejection under 112, 1st paragraph of claims 49 and 58 hinge on the premise that the present application does not clearly provide that online marketplace 102 of FIG. 1 is not an individual buyer or seller. Specifically, in response to Appellant's arguments with respect to claims 49 and 58, the Examiner stated:

> The Examiner agrees that the online marketplace is a website or an online centralized trading place. However, the Examiner does not agree that this present application makes clears that the online marketplace is a system that provides a centralized trading place, and is not an individual buyer or seller.[8]

Also with respect to claims 49 and 58, the Examiner stated:

> These excerpts [cited by the Appellant] do not clearly provide that the online market place must be a system that provides a centralized trading place, and not an individual buyer or seller.[9]

Appellant submits that one of ordinary skill would reasonably conclude that the inventors were in possession of at least one embodiment in which the marketplace was an online system and not an individual buyer or seller.

First, as the Examiner acknowledged, the present application: (1) states that online marketplace 102 of FIG.1 can be a website such as an online centralized trading place for consummating transactions between buyers and sellers, and (2) provides eBay as an example online trading place.[10,11] One of ordinary skill would readily understand that, in referring to marketplace 102 as an online trading place such as eBay.com, the inventors contemplated that the marketplace would be a "system" and not an individual buyer or seller. Whether or not the specification additionally supports other embodiments is irrelevant, so long as there is support for what is claimed.

Second, the Examiner's assertion is contextually at odds with much of the language of the present application and the figures. For example, Figure 1 of the present application illustrates sellers 104, consumers 106 and marketplace 102 as separate

---

[8] Examiner's Answer, pg. 29, ll. 7-10 (emphasis added).

[9] Examiner's Answer, pg. 30, ll. 14-15 (emphasis added).

[10] Examiner's Answer, pg 29, ln. 8.; see also, pg. 29, ln. 15 (Examiner quoting the present specification at paragraph [0039] that states that the marketplace "can be a physical mall or a market or can be a website such as an online centralized trading place").

[11] Examiner's Answer, pg. 29, ll. 23-30 (Examiner quoting the present specification at paragraph [0040]).

9

entities. Paragraph 0039 of the present application states that, as a centralized trading place, marketplace 102 facilitates buyers and sellers meeting, listing items for sale, exchanging information, interacting with each other and, ultimately, consummating transactions.

As additional evidence, original claim 41 filed on February 15, 2000 is a system claim that clearly and separately recites to a dispute resolution system, an electronic marketplace, and buyers and sellers transacting within the marketplace.

Moreover, at paragraph [0046] the present application describes a "customer" of the dispute resolution system as either a buyer or seller interacting with a workstation 152 which is shown in FIG. 2B as completely separate from partner database 162. This makes clear that the inventors contemplated that the business partner is separate from an individual "buyer" or "seller." This differentiation between "customer" being both "buyer and seller" and being very different from the "partner" such as a "marketplace" is further supported by paragraph [0048] where "**Partners** integrate with the system, by exposing relevant functionality on their respective websites, for example allowing **customers** to dispute a transaction", where "Partner is the marketplace hosting the transaction and the buyer and seller are the two **"customers"** involved in the specific transaction. Further evidence illustrating that the inventors contemplated the "partner" as being separate from an individual "seller" is provided in paragraph [0051] that states:

> [I]f **the seller** enters its identification and password information, and if **the seller** is registered with the system of Fig. 1 but is not covered for transactions with the **desired partner**, the process of Fig. 4 secures coverage and displays a page 250 to notify **the seller that transactions with the desired partner are now covered by the dispute resolution system.**

Thus, the present application: (1) refers to and depicts marketplace 102 separately from the buyers and sellers, (2) describes the marketplace as an online website where multiple buyers and sellers can interact to list items and consummate transactions, (3) provides eBay.com as a specific example, and (4) expressly refers to partner "systems."

Contrary to the Examiner's conclusion, the overwhelming evidence strongly suggests that the inventors contemplated the marketplace as a "system" and not just an individual. Because there is clear and sufficient support for online marketplace being a system, the rejections under 112 are clear error.

Appellant now addresses each claim individually for separate consideration by the Board. The Appellant focuses first on independent claim 73 as this claim best illustrates the Examiner's errors.

Independent claim 73

Claims 73 reads as follows:

> A system comprising:
> an online dispute resolution system that executes a dispute resolution process; and
> an electronic marketplace system that includes:
> (i) a web server that provides a centralized trading place for a plurality of buyers and a plurality of sellers,
> (ii) a database that stores data, and
> (iii) a software object that communicates the data from the database to the online dispute resolution system to inform the online dispute resolution system of transactions performed by the plurality of buyers and the plurality of sellers within the electronic marketplace system.

In the Examiner's Answer, the Examiner supported the rejection of independent claim 73 by referring to many limitations that do not appear in claim 73.[12] The only elements cited by the Examiner that appear in claim 73 are: (1) an electronic marketplace including a database that stores data, and (2) a software object that communicates the data. On this basis the Examiner rejected claim 73.

For reasons set forth above, one of ordinary skill in the art of electronic marketplaces would have reasonably concluded that the inventors contemplated electronic marketplace 102 of FIG. 1. as having a database that stores data, as required by claim 73.

Furthermore, as set forth in Appellant's Brief on pg. 22, paragraph [0047] of the present application expressly describes software objects that reside within the partner

---

[12] Examiner's Answer, pg 61 (stating that "[t]he Examiner is unable to find disclosure for the limitations of *automatically* communicating data *from a database of the electronic marketplace to a database of the online dispute resolution system in response to a transaction within the electronic marketplace, the electronic marketplace storing transaction data and automatically communicating the transaction data/ a portion of the transaction data without human intervention in response to the initiation of a dispute, the electronic marketplace including a database that stores transaction data,* the server *communicating with the database of the electronic marketplace without human intervention, the electronic marketplace system including a database and software* that communicates data (emphasis original)).

11

system and inform the dispute resolution system of relevant partner transactions.[13] This

provides support for the language in claim 73 reciting "a software object that

communicates the data from the database to the online dispute resolution system to

inform the online dispute resolution system of transactions performed by the plurality of

buyers and the plurality of sellers within the electronic marketplace system."

A person of ordinary skill in the art would reasonably conclude that Appellant was

in possession of the claimed invention as recited by independent claim 73. The Board

should reverse the rejection of independent claim 73 under 112, first paragraph.

Appellant now addresses specific requirements of the other claims 49–72 also rejected by

the Examiner.

Independent claims 49 and 58

The Examiner's rejection of claims 49 and 58 under 112, 1st paragraph, primarily

hinge on the premise that the present application does not clearly provide that online

marketplace 102 of FIG. 1 is not an individual buyer or seller.[14] For reasons set forth

above, one of ordinary skill would reasonably conclude that the inventors were in

possession of at least one embodiment in which the marketplace were an online system

and not an individual buyer or seller. The Board should reverse the rejection under 112,

first paragraph, for at least this reason.

In addition, with respect to claim 49, the Examiner stated:

> The Examiner asserts that the direct integration or communication between the
> systems, e.g., by way of database to database communication, as set forth by the
> applicant [sic], would not, inherently, or implicitly, avoid manual reentry of
> communicated data into the online dispute resolution system.[15]

The Examiner offers no reasons or explanation as to why database to database

communication between the marketplace and the online dispute resolution system would

not, inherently, or implicitly, avoid manual reentry of communicated data into the online

---

[13] See paragraph [0047] (stating that "[e]xample functionality includes informing the dispute resolution system 130 of relevant partner *transactions*") (emphasis added).
[14] Examiner's Answer, pg. 29, ll. 7-10 (emphasis added).
[15] Examiner's Answer, pg 37, ll. 4-7 (citing paragraph [0047] stating that example functionality provided by the remote software objects of the partner system allow partners to query the dispute resolution system data such as the status of a specific marketplace seller 104).

dispute resolution system. Without further explanation, the Appellant assumes that the Examiner's position is that the marketplace is an individual and not a system, and the individual would thus be forced to directly enter data into the online dispute resolution system. As indicated above, one of ordinary skill in the art would reasonably conclude that the inventors contemplated the marketplace as an online system and not just as individual.

Moreover, the requirement that data is communicated from the online marketplace to the online dispute resolution (ODR) system without requiring manual entry into the ODR system is inherently if not expressly disclosed in the present specification. As discussed in detail in Appellant's Brief filed 9/11/2006, the present application expressly states that "partners" (i.e., also referred to as partner systems) integrate with the online dispute resolution system 130 of Figure 1 by including "remote software objects" that "inform[] the dispute resolution system 130 of relevant partner transactions. FIG. 2, shows a data manager 162 and a bidirectional arrow between database server 160 of the online dispute resolution system 150 directly to a partner database 164, and the related description expressly contemplates database to database communication of at least some data. The Examiner erred in rejecting claim 49 on the assertion that database communication (e.g., integration of the marketplace and the ODR system) would not, inherently, or implicitly, avoid manual reentry of the transaction data into the online dispute resolution system. The Board should reverse the rejection of independent claims 49 and 58 under 112, first paragraph.

Dependent claim 52

Claim 52 requires that the online dispute resolution system include a membership profile database that maintains status information for the sellers and buyers of the marketplace that are members of the online dispute resolution system, and that the online dispute resolution system electronically communicates the status information to a database of the electronic marketplace.

In the Examiner's Answer, the Examiner acknowledged that the specification describes a partner system as querying the dispute resolution system for status

information for a specific a marketplace seller.[16] However, the Examiner maintained the position that the specification does not support the limitation that the online dispute resolution system electronically communicates status information to the electronic marketplace.

Appellant fails to understand the Examiner's argument. The Examiner correctly recognized that the specification describes a partner system as <u>querying</u> the dispute resolution system for status information for a specific a marketplace seller.[17] However, the Examiner then stated that "[t]he updating appears to be the updating of enrollment information" and then cited paragraphs [0053] and [0055] of the present application. With respect to computers, a "query" is a "request for information, generally as a formal request to a database."[18] Thus, the present application literally describes the partner system as requesting status information from the online dispute resolution system regarding a specific market seller. This language is almost verbatim from claim 52 that the online dispute resolution system electronically communicates the status information to a database of the electronic marketplace.

Paragraph [0053] cited by the Examiner relates to a process by which a seller interacts with a partner system (see page 240 of FIG. 4 labeled <Partner>) to request coverage from the dispute resolution system. If the seller's coverage is successful, the seller is directed to a process that updates a membership profile database after which the seller is returned to the partner system (see page 248 and 250 of FIG. 4 indicating success and displaying a link <u>Back to <Partner>)</u>. Paragraph [0055] cited by the Examiner relates to a similar process by which a buyer enrolls with the ODR system.

In other words, the evidence pointed to by the Examiner describes the process by which the ODR system enrolls a buyer or a seller and maintains the membership profile database. This is unrelated to any query issued by a partner system to obtain status from the online dispute resolution system with respect to those buyers and sellers, as set forth in paragraph [0047]. The Examiner's erred in concluding based on these paragraphs that the inventors were not in possession of an ODR system including a membership profile

---

[16] Examiner's Answer, pg. 38, ll. 12-13.
[17] Examiner's Answer, pg. 38, ll. 12-13.
[18] Computer Dictionary Online (www.computer-dictionary-online.org).

database that maintains status information for the sellers and buyers of the marketplace that are members of the online dispute resolution system, and that the online dispute resolution system electronically communicates the status information to a database of the electronic marketplace, as required by claim 52. The Board should reverse the rejection of dependent claims 52 under 112, first paragraph.

Dependent claim 53

In the Examiner's Answer, with respect to claim 53, the Examiner's only basis for the rejection is that the present application "does not disclose a server within an electronic marketplace."[19] This response appears to relate to the Examiner's assertion that marketplace 102 of FIG.1 represents an individual buyer or seller, as discussed above. Appellant submits that, contrary to the Examiner's position, one of ordinary skill would easily recognize that a website, such as eBay, would have "a server," as required by claim 53. As discussed above, the Examiner even acknowledged that the present application states that online marketplace 102 of FIG.1 can be a website such as an online centralized trading place.[20] The Examiner has offered no evidence or reasons as to why one of ordinary skill would conclude that the inventors failed to contemplate that, in at least one embodiment, online marketplace 102 of FIG. 1 includes a server. This again illustrates that Examiner's requirement for express disclosure without considering implied or inherent disclosure in the slightest. The Board should reverse the rejection of claim 53 under 112, first paragraph.

Dependent claim 54

In the Examiner's Answer, the Examiner's only analysis with respect to the rejection of claim 54 is the statement that the present application "does not provide support for the limitation of the database within the electronic marketplace."[21] This has been addressed above. Contrary to the Examiner's position, one of ordinary skill would

---

[19] Examiner's Answer, pg. 40, ll. 10-11.
[20] Examiner's Answer, pg 29, ln. 8.; see also, pg. 29, ln. 15 (Examiner quoting the present specification at paragraph [0039] that states that the marketplace "can be a physical mall or a market or can be a website such as an online centralized trading place").
[21] Examiner's Answer, pg. 40, ll. 10-11.

15

easily recognize that a website such as eBay.com described in the present application as providing an example of an online centralized trading place would inherently have "a database," as required by claim 54. Certainly one of ordinary skill would recognize that eBay or other websites providing online centralized trading places would have a database. Moreover, FIG. 2B literally shows a "partner database 164."[22] As described above, one of ordinary skill in the art considering the present application would clearly understand that electronic marketplace 102 of FIG. 1 is an example of that partner system of FIG. 2B that includes the partner database 164. The Board should reverse the rejection of claim 54 under 112, first paragraph.

Dependent claim 55

With respect to claim 55, the Examiner's only remark was the assertion that the specification "does not provide support for communicating data between a database of the online dispute resolution system and a database of the electronic marketplace." The Examiner offered no evidence or reasons to support this conclusion, as is her burden, or to rebut the Appellant's analysis previously submitted.

As discussed above, paragraph [0048] expressly refers to the partners systems as having "partner databases 164" and specifically describes the online dispute resolution system 130 having a structured query language (SQL) server 160 of the dispute resolution system 150 that communicates with a data manager 162, which "in turn communicates with one or more partner databases 164." The Examiner did not provide any analysis with respect to these elements to support her rejection.

Appellant submits that a person skilled in the art at the time the application was filed would have recognized that the inventor was in possession of the claim limitation that the online dispute resolution system electronically communicates data from a database of the online dispute resolution system to a database of the electronic marketplace, as required by claim 55. The Board should reverse the rejection of claim 55 under 112, first paragraph.

---

[22] Appellant's Brief, filed September 11, 2006, pp. 26, ll. 12-14 (citing FIG. 2B of the present application).

Dependent claims 51 and 60

With respect to claims 51 and 60, the Examiner asserted that she was unable to find support for the limitation of an online dispute resolution system that electronically receives requests from the sellers of the marketplace and "automatically" initiates enrollment of the sellers within the dispute resolution system. Specifically, the Examiner stated "[w]here is the *automatic* initiation of enrollment by the online dispute resolution system? It appears that the seller initiates the enrollment."[23] The Examiner then cites Collegent for the premise that a process may be automatic even though the process was initiated by a human, i.e., that the process carried out automatically in response to human initiation. This appears to support Appellant's position rather than the Examiner's.

To be clear, claims 51 and 60 do not require that the entire enrollment process be automatic, only that the online dispute resolution system automatically initiate the enrollment in response to requests received from the sellers of the marketplace. The online dispute resolution system automatically initiating the enrollment in response to requests received from the sellers of the marketplace is expressly described in the application.

In particular, according to the present application, the seller interacts with the partner system to direct the partner system to issue a request to the online dispute resolution system. The dispute resolution system responds to this request by executing process 240 of FIG. 4 to enroll the seller. Specifically, Fig. 4 is a diagram illustrating a process 240 executed by the dispute resolution system whereby a seller can request coverage from the dispute resolution system. Fig. 4 shows a web page 240 labeled <Partner> indicating that the page is presented by the partner system. Web page 240 presented by the partner system includes a link that a seller can interact with to request coverage. As shown in FIG. 4 and described in paragraph [0050], the online dispute resolution system (not the partner system) responds to this request from the partner system by presenting Welcome Page 242, thereby starting (i.e., initiating) enrollment of that seller. At paragraph [0050], the present application states that upon receipt of a

---

[23] Examiner's Answer, pg. 43, ll. 8-9.

request, the system provides the seller with a welcome page 242 where the seller can enter his or her user identification and password information.

Thus, claims 51 and 60 are expressly supported by this description and recite these features as requiring that the online dispute resolution system electronically receive requests from the sellers of the marketplace and, in response to the request, automatically initiates enrollment of the sellers within the dispute resolution system. Claims 51 and 60 only require that the online dispute resolution system automatically initiate, i.e., begin, enrollment in response to those requests.

Contrary to the Examiner's Answer, a person skilled in the art would have easily recognized that the inventor was in possession of the claim limitation that the online dispute resolution system electronically receives requests from the sellers of the marketplace and automatically initiates enrollment of the sellers within the dispute resolution system, as required by claim 60. The Board should reverse the rejection of claims 51 and 60 under 112, first paragraph.

Dependent claim 61

In the Examiner's Answer, the Examiner's only analysis with respect to Appellant's analysis of claim 61 is the statement that the present application "does not provide support for the database of the electronic marketplace and thus for updating the marketplace based on the data."[24] This has been addressed above with respect to claim 73. The Board should reverse the rejection of claim 61 under 112, first paragraph.

Dependent claim 62

In the Examiner's Answer, the Examiner stated that she could not find support for displaying *in the electronic marketplace visual indicia* (emphasis the Examiner's).[25]

Paragraph [0039] of the present application states that marketplace 102 can be an online trading place where buyers and sellers meet, list items for sale, exchange information, interact with each other and, ultimately, consummate transactions.

---

[24] Examiner's Answer, pg. 40, ll. 10-11.
[25] Examiner's Answer, pg. 46.

Paragraph [0053] specifically states the online dispute resolution system 130 "sends electronic data (indicia) to be displayed on the seller's point of sale to indicate membership in the dispute resolution process."[26] One of ordinary skill would recognize that the inventors viewed the marketplace as a point of sale for a seller, i.e., a location where sellers list items for sale. Contrary to the Examiner's Answer, the specification provides literal support for displaying visual indicia within the marketplace.

The Board should reverse the rejection of claim 62 under 112, first paragraph.

Dependent claim 63

In the Examiner's answer, the Examiner stated that it is not clear that the inventors contemplated an embodiment that avoided manual entry of transactions into the dispute resolution system.[27] As discussed above, the present application describes "remote software objects that reside in the partner's system 166" to "send specific information to the dispute resolution system."[28] Paragraph [0047] states that example functionality provided by the remote software objects provided within the partner system is to "inform the dispute resolution system of relevant partner transactions."[29]

The Examiner's reply focused on a different portion of paragraph [0047], which continues by stating that the remote software objects of the partner system can also query dispute resolution data, such as status of a specific marketplace seller. The Examiner stated that Appellant is "trying to convert status information ... into transaction data." It appears the Examiner overlooked the prior language within paragraph [0047] that states that remote software objects provided within the partner system is to "inform the dispute resolution system of relevant partner transactions."[30] The Board should reverse the rejection of claim 63 under 112, first paragraph for the reasons set forth above with respect to these elements.

---

[26] Para. [0053].
[27] Examiner's Answer, pg. 48.
[28] Present application at paragraph [0047].
[29] *Id.*
[30] *Id.*

Dependent claim 64

In the Examiner's Answer the Examiner's only analysis was to ask "[w]here is it disclosed that the query comes from the marketplace?" and "where is it disclosed that the status information is provided."[31] As discussed above, the marketplace is an example of a partner system described as integrating with the online dispute resolution system. Paragraph [0047] of the present application describes "remote software objects that reside in the partner's system 166" that "allow partners to query the dispute resolution data such as the status of a specific marketplace seller." The Board should reverse the rejection of claim 64 under 112, first paragraph.

Dependent claim 65

Similarly, with respect to claim 65, the Examiner stated "where in the specification is it disclosed that the query comes form [sic] the marketplace?"[32] As discussed above, the marketplace is an example of a partner system described as integrating with the online dispute resolution system. Paragraph [0047] of the present application describes "remote software objects that reside in the partner's system 166" that "allow partners to query the dispute resolution data such as the status of a specific marketplace seller."

For support of her position, the Examiner quoted language of paragraph [0046] that refers to integration of the ODR system and a marketplace. Specifically, the Examiner pointed to the language stating that the customer, which can be a buyer or seller can access data using a web browser on a workstation. This language simply means that the customer can interact with the website of the partner system, e.g., a marketplace and still access the data of the ODR system. This integration is explained in paragraphs 0047-0048. In this case the customer interacts with the partner's website, such as eBay.com, and the partner's system in turn issues the electronic query to the ODR system as explained in the present application. The Board should reverse the rejection of claim 65 under 112, first paragraph.

---

[31] Examiner's Answer, pg. 49.
[32] Examiner's Answer, pg. 50.

Independent claim 66

In the Examiner's Answer, the Examiner provided no analysis other than the conclusion that the specification does not support the claim elements.[33] This fails to meet the Examiner's burden to provide evidence or reasons why one of ordinary skill would conclude that the specification fails to provide such support. Moreover, as discussed in detail, the specification, e.g., paragraph [0047], specifically contemplates integration of an online dispute resolution system with a partner system so that software objects of the partner system inform the online dispute resolution system of relevant transactions, as required by claim 66. The Board should reverse the rejection of claim 66 under 112, first paragraph.

Independent claim 67

In the Examiner's Answer, the Examiner provided no analysis other than the statement that she is unable to find support for the claim elements of automatically communicating data from a database of the electronic marketplace to a database of the online dispute resolution system in response to a transaction within the marketplace.[34] This issue of the electronic marketplace having a database has been discussed above. Moreover, as discussed in detail above, the specification, e.g., paragraph [0047], specifically contemplates integration of an online dispute resolution system with a partner system so that software objects of the partner system inform the online dispute resolution system of relevant transactions. This naturally implies that the transactions have occurred within the marketplace and the information is being provided to the dispute resolution system in response to those transactions. The Board should reverse the rejection of claim 67 under 112, first paragraph.

---

[33] Examiner's Answer, pg. 52.
[34] Examiner's Answer, pg. 54.

Independent claim 68

In the Examiner's Answer, with respect to claim 68, the Examiner provided no analysis other than the statement that the Examiner is unable to find disclosure for the claim elements.[35] This fails to meet the Examiner's burden to provide evidence or reasons why one of ordinary skill would conclude that the specification fails to provide such support. Moreover, as discussed in detail, the specification, e.g., paragraph [0047], specifically contemplates integration of an online dispute resolution system with a partner system so that software objects of the partner system inform the online dispute resolution system of relevant transactions. The Board should reverse the rejection of claim 68 under 112, first paragraph.

Independent claim 69

In the Examiner's Answer, with respect to claim 69, the Examiner stated that the disclosure fails to describe a marketplace having a database or receiving transaction data from the marketplace without human intervention.[36] The issue of whether the inventors contemplated marketplace 102 as having a database has been addressed above. Further, the specification, e.g., paragraph [0047], specifically contemplates integration of an online dispute resolution system with a partner system so that software objects of the partner system inform the online dispute resolution system of relevant transactions. The Board should reverse the rejection of claim 69 under 112, first paragraph.

Independent claim 70

In the Examiner's Answer, with respect to claim 70, the Examiner stated that the disclosure fails to describe a marketplace having an electronic marketplace in which a software object that automatically communicates transaction data.[37] These issues have been addressed above. The Board should reverse the rejection of claim 70 under 112, first paragraph.

---

[35] Examiner's Answer, pg. 52.
[36] Examiner's Answer, pg. 57.
[37] Examiner's Answer, pg. 58.

Independent claim 71

In the Examiner's Answer, with respect to claim 71, the Examiner stated that the disclosure fails to describe a marketplace having a database, a software object that communicates transaction data from the database to an online dispute resolution system without human intervention, and a software object that queries the database of the online dispute resolution system for status of a user of the marketplace.[38] These issues have been addressed above. The Board should reverse the rejection of claim 71 under 112, first paragraph.

Independent claim 72

In the Examiner's Answer, the Examiner stated that the disclosure fails to describe a marketplace having a database or receiving transaction data from the marketplace without human intervention.[39] These issues have been addressed above. The Board should reverse the rejection of claim 72 under 112, first paragraph.

The Second and Third Grounds of Rejection

The second ground of rejection to be reviewed on appeal is the rejection of claims 49-61 and 64-72 under 35 U.S.C. 102(e) as being anticipated by Collins et al. (U.S. Publication No. 2002/0007362). The third ground of rejection to be reviewed on appeal is the rejection of claims 62 and 63 under 35 U.S.C. § 103(a) as being unpatentable over Collins.

In Appellant's Brief, the Appellant identified the issue for review by the Board as that the Examiner improperly relied on the Collins reference as prior art. Specifically, in forming nearly all of the claim rejections, the Examiner relied on portion of Collins' FIG. 1B and the related description in paragraph [0045] for teaching many of the elements recited in Appellant's claims. Appellant pointed out that this subject matter is not taught or suggested by any of the Collins provisional applications that predate Appellant's priority date. If the Board finds that the present specification, which is a continuation of

---

[38] Examiner's Answer, pg. 59.
[39] Examiner's Answer, pg. 58.

U.S. Patent Application 09/504,159 filed February 15, 2000, then Appellant's claims are entitled to that priority date and the disclosure in Collins relied on by the Examiner is not prior art. Accordingly, Appellant stated that, for purposes of this appeal, the second and third grounds or rejection are rendered moot if the Board reverses the rejection of Appellant's claims under 35 U.S.C. 112, first paragraph.

Response to Examiner's Answer

First, after reviewing the Examiner's answer, the Examiner appears to agree that the second and third grounds or rejection are rendered moot if the Board reverses the rejection of Appellant's claims under 35 U.S.C. 112, first paragraph. Specifically, the Examiner responded that the Examiner's reliance on Collins is proper in that, according to the Examiner, Applicant's claims do not get the benefit of Applicant's original filing date of February 15, 2000.[40] The Examiner also agreed that if the Board finds the Appellant has sufficient support for the claim limitations then Figure 1B and related description of Collins, i.e., paragraph [0045] are not prior art.[41]

Furthermore, the Examiner continued to rely on this exact subject matter of Collins as the basis for rejecting many of Appellant's claims. Specifically, the Examiner's analysis under 35 U.S.C. 102(e) is set forth on pp. 10–20 of the Examiner's Answer. On pp. 11-12, with respect to claims 49, 52-58 and 64, the Examiner repeatedly relied on Figure 1B of Collins and paragraph [0045] with respect to many of the claimed elements. Similar reliance appears throughout pp. 14 and 20 with respect to virtually every claim. As set forth in Appellant's Brief, this subject matter cited by the Examiner was filed after the Appellant's disclosure.

Consequently, if the Board finds Appellant has sufficient support for any of the claims, the rejection of those claims is rendered moot and must be reversed.

---

[40] Examiner's Answer, pg. 62, ll. 8-11.
[41] Examiner's Answer, pg. 62, ll. 12-16.

State of the Prior Art

Appellant wants to make clear to the Board the state of the prior art as well as the Examiner's reliance on the teachings of Collins. Initially, the Examiner rejected many of Appellant's claims as being anticipated by Israel et al. (US 6,766,307) stating that Israel taught a form of integration (hot links) between and online dispute resolution system and an online marketplace where disputes may occur.[42] In response, Appellant pointed out that such integration, as first described by Israel, was based entirely on subject matter filed after Appellant' application. The Examiner agreed, withdrew Israel and instead cited Collins Figure 1B and paragraph [0045] as teaching an integration between a dispute resolution system and an online marketplace. Similar to Israel, the relevant subject matter of Collins was also filed after Appellant's application.

Specifically, Collins describes a network apparatus for facilitating an agreement between two parties having a dispute. For the convenience of the Board, the following is a reproduction of Figure 1 of the Collins provisions that actually predate Appellant's original filing:
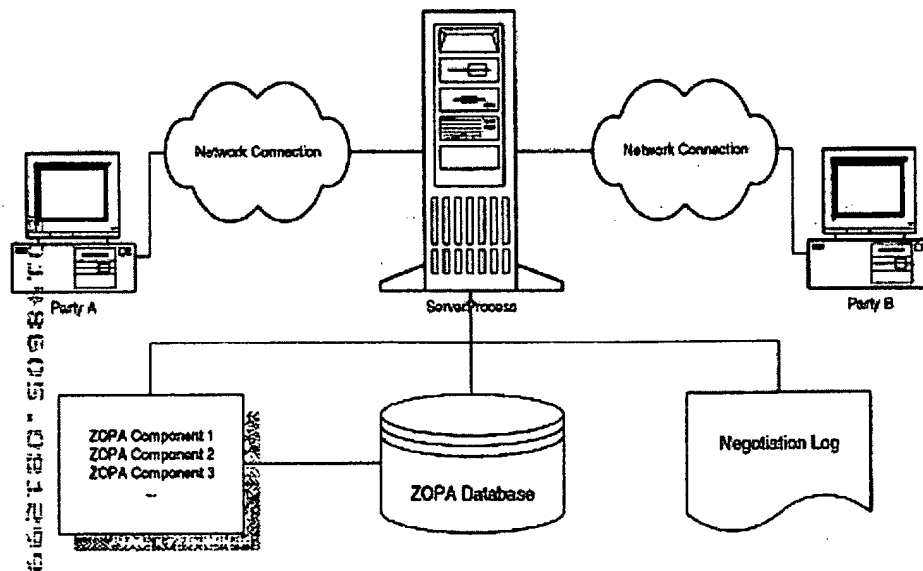

Figure 1A of Collins shows Party A and Party B interacting directly with a single, central server of the complaint-handling system to negotiate an agreement. Collins describes the

---

[42] Final Office Action dated September 7, 2004, pg. 9 (emphasis original).

25

central server 120 as executing a process to help the parties negotiate the agreement. With respect to the embodiment of Figure 1A, Collins makes clear that the parties directly interact with the Collins dispute resolution system and enter all data describing a situation. According to Collins, Party A "initiates a negotiation session by connecting with the central server 120 [of the complaint handling system] and providing data to the central server 120 concerning the nature of the situation and the identity of party B."[43] Party B then responds by providing his or her position data to the same system. With respect to the embodiment of Figure 1A, Collins describes Parties A and Parties B interacting with the central server 120 by interacting with HTML "templates."[44]

Thus, with respect to the embodiment of Figure 1A and the Collins' provisional applications, there is no suggestion whatsoever as to integration of a dispute resolution system with a different online system let alone a marketplace. The Collins' provisional applications only contemplate individual buyers and sellers. However, Figure 1B of the Collins utility filed after Appellant's application introduces an alternate embodiment in which one of the parties (Party B) is a merchant and has a database that maintains records concerning customers. The maintained data may be number of transactions, amount of purchased merchandise, an associated rating or other data concerning the customer. According to Collins at paragraph [0045], the Collins agreement system may utilize the data provided by the merchant's database to grant a request by a customer. On this basis, the Examiner asserted that Collins taught a form of integration between a dispute resolution system and a marketplace, as required by Appellant's claims.

However, like Israel previously cited by the Examiner and as acknowledged in the Examiner's answer, all of this subject matter described by Collins with respect to integration of an online dispute resolution system within another online system was filed after Appellant' patent application. The Collins reference cited by the Examiner was filed after Applicant's disclosure, and the Collins priority documents describe only a stand-alone complaint-handling system in which all parties directly access the Collin's

---

[43] Collins at [0042].
[44] Collins at [0037]-[0038].

complaint handling server and directly input all data describing a situation.[45] The Collin's provisional applications provide no teaching or suggestion of a system in which any form of data is communicated to an online marketplace system from a marketplace, let alone to inform an online dispute resolution system of transactions within the marketplace. Even in later filings, Collins never contemplates an electronic marketplace nor systematic integration with an electronic marketplace.

Inconsistent claim construction

Finally, Appellant wishes to draw the Board's attention to the fact that the Examiner has given the claims one construction for purposes of analysis with respect to 35 U.S.C. § 112, first paragraph, and an entirely different construction for purposes of analysis with respect to prior art under 35 U.S.C. §§ 102, 103. Specifically, the Examiner justifies the rejection under 35 USC §§ 112, first paragraph, by arguing that the claims require certain features purportedly not supported by the specification, e.g., an online marketplace that is a system having a database storing transaction data and communication of that data to an online dispute resolution system. However, with respect to respect to prior art under 35 U.S.C. §§ 102, 103, the Examiner construes the claims in an entirely different manner giving no weight to these limitations. As one example, in the Examiner's Answer at pg. 64, the Examiner attempts to argue that Collins' description of a stand-alone system in which two or more individuals negotiate an agreement by direct interaction with the Collins agreement system somehow anticipates Appellant's claims. This disregards the claim elements that the Examiner herself relied upon with respect to her analysis under 35 USC §§ 112. For example, Collins does not describe a marketplace system having a database storing transactions. Collins does not describe any software objects that integrate with a marketplace system and allow the marketplace system to send information to the dispute resolution system to inform the system of relevant transaction. It is improper for the Examiner to give the

---

[45] Collins at [0037]-[0038] (stating that Party A "initiates a negotiation session by connecting with the central server 120 [of the complaint handling system] and providing data to the central server 120 concerning the nature of the situation and the identity of party B." Party B then responds by providing his or her position data to the same system. With respect to the embodiment of Figure 1A, Collins describes Parties A and Parties B interacting with the central server 120 by interacting with HTML "templates.").

claims one construction for analysis under 35 U.S.C. § 112 for purposes of compliance with the written description and then a different construction for purposes of 35 U.S.C. §§ 102, 103.
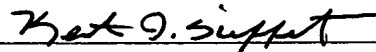
Conclusion of Arguments

Appellant claims 49-73 comply with the written description requirement. The Examiner's rejection under 35 USC 112, first paragraph, is improper and should be reversed. As the rejection under 35 USC 112, first paragraph, is the Examiner's basis for the rejection under 35 USC 102 and 103, these rejections are also improper and the claims should be allowed.

Respectfully submitted,

Date: January 30, 2007

By:

Name: Kent J. Sieffert

Shumaker & Sieffert, P.A.
8425 Seasons Parkway, Suite 105
St. Paul, Minnesota 55125
Telephone: (651) 735-1100 ext. 11
Facsimile: (651) 735-1102

Reg. No.: 41,312

APPENDIX: CLAIMS ON APPEAL

Claims 1-48 (Canceled).

Claim 49 (Previously Presented):   A system comprising:

an online dispute resolution system electronically coupled to an electronic marketplace, wherein the electronic marketplace stores transaction data that describes transactions within the electronic marketplace between buyers and sellers of goods or services,

wherein, in response to initiation of a dispute, the online dispute resolution system electronically receives at least a portion of the transaction data stored within the electronic marketplace without requiring manual entry of the transaction data, and

wherein the dispute resolution system utilizes the received portion of the transaction data in accordance with a dispute resolution process to assist the buyers and sellers in resolving disputes relating to the transactions.

Claim 50 (Previously Presented):   The system of claim 49, wherein the online dispute resolution system electronically receives communications from the buyers and sellers of the electronic marketplace to initiate filing of disputes with the online dispute resolution systems for transactions within the electronic marketplace.

Claim 51 (Previously Presented):   The system of claim 49, wherein the online dispute resolution system electronically receives requests from the sellers of the marketplace and automatically initiates enrollment of the sellers within the dispute resolution system.

Claim 52 (Previously Presented):   The system of claim 49,

wherein the online dispute resolution system comprises a membership profile database that maintains status information for the sellers and buyers of the marketplace that are members of the online dispute resolution system, and

wherein the online dispute resolution system electronically communicates the status information to a database of the electronic marketplace.

Claim 53 (Previously Presented):   The system of claim 49, wherein the online dispute resolution system further comprises a server to service electronic requests issued by a server within the electronic marketplace and to exchange data between the online dispute resolution system and the electronic marketplace.

Claim 54 (Previously Presented):   The system of claim 49, wherein the online dispute resolution system comprises a data manager software application to automatically communicate data between a database of the online dispute resolution system and a database of the electronic marketplace.

Claim 55 (Previously Presented):   The system of claim 49,

wherein the online dispute resolution system electronically communicates rating data from a database of the online dispute resolution system to a database of the electronic marketplace,

wherein the rating data relates to participation of the buyers and sellers of the marketplace within the online dispute resolution process.

Claim 56 (Previously Presented):   The system of claim 55, wherein the online dispute resolution system maintains the rating data based on compliance of the buyers and sellers to final decisions made in the resolution of the disputes.

Claim 57 (Previously Presented): The system of claim 49, wherein the electronic marketplace presents a web-based interface having embedded uniform resource locators that are associated with the dispute resolution system that enable the users of the electronic marketplace to automatically access the dispute resolution system from the electronic marketplace and automatically initiate the filing of disputes relating to the transactions.

Claim 58 (Previously Presented): A method comprising:

providing an online dispute resolution system electronically coupled to an electronic marketplace that provides a website by which users buy and sell items, wherein the electronic marketplace includes a database that stores transaction data that describes transactions within the marketplace;

electronically receiving with the online dispute resolution system at least a portion of the transaction data from the database of the electronic marketplace in response to initiation of a dispute; and

utilizing the received portion of the transaction data in accordance with a dispute resolution process to assist the users in resolving disputes relating to the transactions within the electronic marketplace.

Claim 59 (Previously Presented): The method of claim 58, further comprising:

electronically receiving with the online dispute resolution system communications from the users of the electronic marketplace to initiate filing of disputes; and

initiating the online dispute resolution process in response to the communications.

Claim 60 (Previously Presented): The method of claim 58, further comprising:

electronically receiving with the online dispute resolution system enrollment requests from the sellers of the marketplace; and

automatically initiating enrollment of the sellers within the dispute resolution system in response to the requests.

Claim 61 (Previously Presented):   The method of claim 58, further comprising:

electronically communicating data that relates to the online dispute resolution process to the database of the electronic marketplace, and

updating the electronic marketplace based on the data received from the dispute resolution system.

Claim 62 (Previously Presented):   The method of claim 61, wherein updating the electronic marketplace comprises:

displaying in the electronic marketplace visual indicia associated with users of the electronic marketplace that participate in the dispute resolution system; and

controlling the appearance of the visual indicia as a function of data received from the dispute resolution system for the users in response to resolution of the disputes.

Claim 63 (Previously Presented):   The method of claim 58, further comprising embedding uniform resource locators associated with the dispute resolution system within a hypertext markup language application for the website of the electronic marketplace to enable the users of the electronic marketplace to automatically access the dispute resolution system from the electronic marketplace and file disputes without manually entering the transaction data into the dispute resolution system.

Claim 64 (Previously Presented):   The system of claim 49, wherein the online dispute resolution system receives an electronic query from the marketplace and provides a status of a marketplace member of the marketplace in response to the query.

Claim 65 (Previously Presented): The method of claim 58, further comprising:

receiving with the online dispute resolution system an electronic query from the electronic marketplace; and

electronically providing a status associated with one of the users from a database of the online dispute resolution system to the database of the electronic marketplace in response to the query.

Claim 66 (Previously Presented): A system comprising:

a dispute resolution system electronically coupled to an electronic marketplace for buyers and sellers of goods and services; and

a software application to automatically communicate transaction data from a database of the electronic marketplace to a database of the dispute resolution system in response to a transaction within the electronic marketplace by a member of the online dispute resolution system,

wherein the transaction data is associated with one or more transactions within the electronic marketplace, and

wherein the dispute resolution system utilizes the transaction data in accordance with a dispute resolution process to assist the buyers and sellers in resolving disputes relating to the transactions.

Claim 67 (Previously Presented): A method comprising:

providing an online dispute resolution system electronically coupled to an electronic marketplace that provides a website by which users buy and sell items, wherein the electronic marketplace stores transaction data that describes transactions within the marketplace;

automatically communicating the transaction data stored to the online dispute resolution system without human intervention in response to initiation of a dispute; and

utilizing the transaction data in accordance with a dispute resolution process to assist the users in resolving disputes relating to the transactions within the electronic marketplace.

Claim 68 (Previously Presented):   A method comprising:

storing transaction data in an electronic marketplace, wherein the transaction data describes transactions within the electronic marketplace;

receiving case information with an online dispute resolution system, wherein the case information describes a dispute related to one of the transactions of the electronic marketplace;

automatically communicating at least a portion of the transaction data related to the dispute from the electronic marketplace to the online dispute resolution system without manual intervention; and

executing a dispute resolution process with the online dispute resolution system that utilizes the transaction data from the electronic marketplace and the case information to assist in resolving the dispute.

Claim 69 (Previously Presented):   A method comprising:

storing transaction data in a database of a electronic marketplace, wherein the transaction data describe transactions within the electronic marketplace;

receiving case information with an online dispute resolution system from one or more parties, wherein the case information describes a dispute related to one of the transactions of the electronic marketplace; and

executing a dispute resolution process with the online dispute resolution system that receives at least a portion of the transaction data stored from the database of the electronic marketplace without human intervention in response to initiation of the dispute and uses the received portion of the transaction data and the case information from the parties to assist the parties in resolving the dispute.

Claim 70 (Previously Presented):   A system comprising:

an online dispute resolution system that presents an interface for receiving case information from one or more parties; and

an electronic marketplace system that includes:

a database that stores transaction data that describe transactions, and

a software object that automatically communicates the transaction data from the database to the online dispute resolution system when transactions within the electronic marketplace are performed by members of the online dispute resolution system,

wherein the online dispute resolution system executes a dispute resolution process that utilizes the transaction data and the dispute information to assist the parties in resolving the dispute.

Claim 71 (Previously Presented):   A system comprising:

an online dispute resolution system having a database of case information for a dispute; and

an electronic marketplace system that includes:

a database that stores transaction data that describe transactions for buyers and sellers,

a software object executing within the electronic marketplace system that automatically communicates the transaction data from the database to the online dispute resolution system without human intervention in response to initiation of a dispute, and

a software object executing within the electronic marketplace system that queries the database of the online dispute resolution system for status for at least one user of the electronic marketplace system.

Claim 72 (Previously Presented):   A system comprising:

a server that provides an electronic marketplace system;

a plurality of client computers by which buyers and sellers interact with the electronic marketplace system; and

an online dispute resolution system having at least one server that communicates with a database of the electronic marketplace system without human intervention in response to initiation of a dispute.

Claim 73 (Previously Presented):   A system comprising:

an online dispute resolution system that executes a dispute resolution process; and

an electronic marketplace system that includes:

(i) a web server that provides a centralized trading place for a plurality of buyers and a plurality of sellers,

(ii) a database that stores data, and

(iii) a software object that communicates the data from the database to the online dispute resolution system to inform the online dispute resolution system of transactions performed by the plurality of buyers and the plurality of sellers within the electronic marketplace system.

APPENDIX: EVIDENCE

None

APPENDIX: RELATED PROCEEDINGS

None

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Lalitha Vaidyanathan; John Quinn; Ahmedulla Khaishgi; Cara Cherry-Lisco	Confirmation No.	6107
Serial No.:	10/672,136		
Filed:	September 26, 2003	Customer No.:	28863
Examiner:	Janice A. Mooneyham		
Group Art Unit:	3629		
Docket No.:	1018-001US03		
Title:	INTEGRATED ELECTRONIC MARKETPLACE AND ONLINE DISPUTE RESOLUTION SYSTEM		

CERTIFICATE UNDER 37 CFR 1.8: I hereby certify that this correspondence is being deposited with the United States Post Service, as First Class Mail, in an envelope addressed to: Commissioner for Patents, Alexandria, VA 22313-1450 on February 1, 2007.

By: _____
Name: Karen Sorensen

RESUBMISSION OF REPLY BRIEF

MAIL STOP APPEAL BRIEF-PATENTS
Commissioner for Patents
Alexandria, VA 22313-1450

Sir:

On January 30, 2007, Appellant submitted a Reply Brief in a timely manner within two months from the Examiner's Answer mailed November 30, 2007. Attached hereto is the Reply Brief as originally submitted including the original transmittal having a Certificate under 37 C.F.R. 1.8, signed by Kent J. Sieffert, stating that the Reply Brief was deposited with the U.S. Postal Service as first class mail on January 30, 2007. After mailing, the Reply Brief was returned to the Appellant by the U.S. Postal Service. Applicant respectfully requests acceptance of Appellant's Reply Brief as timely submitted for consideration by the Board.

Please apply any charges not covered, or any credits, to Deposit Account No. 50-1778.

Date:

February 1, 2007

SHUMAKER & SIEFFERT, P.A.
8425 Seasons Parkway, Suite 105
St. Paul, Minnesota 55125
Telephone: 651.735.1100
Facsimile: 651.735.1102

By:

Name: Kent J. Sieffert
Reg. No.: 41,312

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Lalitha Vaidyanathan; John Quinn; Ahmedulla Khaishgi; Cara Cherry-Lisco	Confirmation No.	6107
Serial No.:	10/672,136	Examiner:	Janice A. Mooneyham
Filed:	September 26, 2003	Group Art Unit:	3629
Docket No.:	1018-001US03	Customer No.:	28863
Title:	INTEGRATED ELECTRONIC MARKETPLACE AND ONLINE DISPUTE RESOLUTION SYSTEM		

CERTIFICATE UNDER 37 CFR 1.8: I hereby certify that this correspondence is being deposited with the United States Post Service, as First Class Mail, in an envelope addressed to: Commissioner for Patents, Alexandria, VA 22313-1450 on January 30, 2007.

By: _____
Name: Kent J. Sieffert

Mail Stop Appeal Brief - Patents
Commissioner for Patents
Alexandria, VA 22313-1450

Sir:

We are transmitting herewith the attached correspondence relating to this application:

☒ Transmittal sheet containing Certificate of Mailing
☒ Reply Brief (39 pgs.) in triplicate
☒ Request for Oral Hearing (1 pg.)
☒ Return postcard

Please charge Deposit Account No. 50-1778 for fees for the Reply Brief ($250.00) and the Request for Oral Hearing ($500.00). Any additional fees that may be required or credits of overpayment can be made to Deposit Account No. 50-1778.

Date:
January 30, 2007

By: _____
Name: Kent J. Sieffert
Reg. No.: 41,312

SHUMAKER & SIEFFERT, P.A.
8425 Seasons Parkway, Suite 105
St. Paul, Minnesota 55125
Telephone: 651.735.1100
Facsimile: 651.735.1102